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RECORDATION NO

16503

FILED 1425

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INTERSTATE COMMERCE COMMISSION

September 5, 1989

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** ALSO ADMITTED ENGLAND AND JAMAICA
*** ADMITTED FRANCE ONLY

TELEPHONE 212-701-3000

WRITER'S DIRECT NUMBER
(212) 701-3186

Re: The Empire District Electric Company
Documents for Recordation

Dear Secretary:

Enclosed for recording pursuant to Section 11303 of Title 49 of the U.S. Code, please find two copies of the document described below. Executed copies of the document are not available. I have therefore enclosed affidavits from the Company to the effect that the enclosed documents are true, correct and complete, conformed copies of the original.

This document is the eleventh supplement to a mortgage, a secondary document, dated as of August 1, 1978.

The primary document to which this document is connected is being recorded at the same time.

The names and addresses of the parties are as follows:

Mortgagor: The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri

Trustees: Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, Illinois; First National Bank and Trust Company of Joplin, Joplin, Missouri

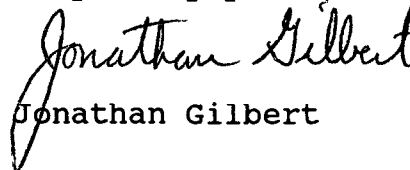
Included in the property covered by this document are

railroad cars intended for use related to interstate commerce, or interests therein, owned by The Empire District Electric Company at the date of the said document or thereafter acquired by it or its successors, including 125 railroad cars identified as: Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A short summary of the document to appear in the index follows: Eleventh supplement to mortgage and deed of trust between The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri, as mortgagor, and Harris Trust and Savings Bank, 115 West Monroe Street, Chicago, Illinois and First National Bank and Trust Company of Joplin, Joplin, Missouri, dated as of August 1, 1978, and covering real and personal property, including all rolling stock owned or acquired by mortgagor, including 125 Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A fee of \$13.00 is enclosed. Please return any documents not needed by the Commission for recordation to the undersigned. If you have any questions about this filing, please do not hesitate to call me at (212) 701-3186.

Very truly yours,


Jonathan Gilbert

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

[Enclosures]

By Hand

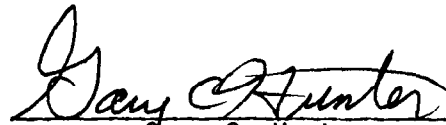
Officer's Affidavit of
The Empire District Electric Company

The undersigned officer of The Empire District Electric Company hereby certifies that:

I am familiar with the Indenture of Mortgage and Deed of Trust ("Mortgage"), dated as of September 1, 1944, between The Empire District Electric Company, as party of the first part, and Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as trustees, parties of the second part, as amended and supplemented by fifteen supplemental indentures.

Attached hereto is a true, correct and complete, conformed copy of either the Mortgage or one of the fifteen aforementioned supplemental indentures.

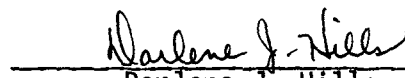
IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of September, 1989.



Gary C. Hunter
Secretary-Treasurer

State of Missouri)
County of Jasper) ss:

On this 1st day of September, 1989, before me, personally appeared Gary C. Hunter, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



Darlene J. Hills
Notary Public

My Commission expires September 12, 1990.

RECORDATION NO. 16503-K FILED 1485

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INTERSTATE COMMERCE COMMISSION

[CONFORMED COPY]

THE EMPIRE DISTRICT ELECTRIC COMPANY
TO
HARRIS TRUST AND SAVINGS BANK
AND
FIRST NATIONAL BANK AND TRUST COMPANY OF JOPLIN,
TRUSTEES

Eleventh Supplemental Indenture

Dated as of August 1, 1978

(Supplemental to Indenture dated as of September 1, 1944)

First Mortgage Bonds, 9½% Series due 2008

TABLE OF CONTENTS*

	<u>PAGE</u>
PARTIES	1
RECITALS	1
FORM OF REGISTERED BOND	2
FORM OF PRINCIPAL TRUSTEE'S CERTIFICATE OF AUTHENTICATION	7
GRANTING CLAUSES	8
Plants	8
Miscellaneous Properties	14
PROPERTY NOW OWNED OR HEREAFTER ACQUIRED	14
SUBJECT TO PERMITTED ENCUMBRANCES, LIENS ON AFTER-ACQUIRED PROPERTY AND CERTAIN VENDOR'S LIENS	15
HABENDUM	15
GRANT IN TRUST	15
DEFEASANCE	15
GENERAL COVENANT	15

ARTICLE I.

CREATION AND DESCRIPTION OF FIRST MORTGAGE BONDS, 9 $\frac{1}{8}$ % SERIES DUE 2008.

SEC. 1. Title and terms	16
Bonds to be dated as of authentication date	16
Record Date	16
Restriction on transfer or exchange	16
Denominations	16
Registrable and interchangeable, tax or government charge	16
No service charge on exchange or transfer	17

* This table of contents is not a part of the annexed Supplemental Indenture as executed.

	<u>PAGE</u>
SEC. 2. Issue of Bonds of 2008 Series limited to \$15,000,000	17
Bonds to be authenticated prior to recording of this Supplemental Indenture	17

ARTICLE II.

REDEMPTION OF BONDS OF THE 2008 SERIES

SEC. 1. Rights of redemption	17
Also redeemable under the Sinking Fund	18
SEC. 2. Manner and method of redemption	18
SEC. 3. Bondholder agrees to accept payment upon terms of this Article and Article III	18

ARTICLE III.

SINKING AND IMPROVEMENT FUND FOR BONDS OF THE 2008 SERIES

SEC. 1. Sinking Fund Payment Dates	18
SEC. 2. Amount of Sinking Fund Payment	18
SEC. 3. (a) Satisfaction of Sinking Fund requirement, in lieu of cash payment, by surrender of Bonds of 2008 Series or by a credit on basis of net property additions	19
(b) Right to anticipate Sinking Fund requirements by surrender of Bonds or credit on account of Bonds previously redeemed	19
(c) Restriction on Bonds available for surrender or credit on Sinking Fund	20
SEC. 4. All cash paid in applicable to retirement of Bonds of 2008 Series	20
SEC. 5. Sinking Fund Redemption Price	20
SEC. 6. Description of "statement", to be delivered to Principal Trustee	20
SEC. 7. Procedure if credit taken for net property additions	20
SEC. 8. Net property additions utilized as a credit to become funded property	21
SEC. 9. Application of cash (Sinking Fund Cash) to redemption of Bonds of 2008 Series	21
Form of Notice of Redemption	22
Principal Trustee may, upon failure of Company, give notice of redemption, at expense of Company	22
Interest ceases to accrue on bonds called for redemption, unless Company fails to make payment of redemption price ..	22
Bonds redeemed or retired under this Article to be cancelled ..	23

ARTICLE IV.

DIVIDENDS AND SIMILAR DISTRIBUTIONS AND OTHER COVENANTS.

	<u>PAGE</u>
SEC. 1. Covenants in § 4.10 and § 4.11 of the Original Indenture to continue in effect, so long as any Bonds of 2008 Series are outstanding	23
SEC. 2. So long as any Bonds of the 2008 Series are outstanding, no Bonds of the 2008 Series redeemed or retired through sinking fund to be made basis for withdrawal of cash or taking of a credit under Indenture, but may be used as the basis for the issuance of bonds under § 3.07 of the Original Indenture	23

ARTICLE V.

THE TRUSTEES.

The Trustees accept the trusts created by this Supplemental Indenture and agree to perform the same upon terms set forth in the Original Indenture as supplemented	23
--	----

ARTICLE VI.

RESERVATION BY COMPANY OF RIGHT TO AMEND ARTICLE 15 OF ORIGINAL INDENTURE.

Substitution of 60% for 75% wherever appearing in Article 15 of the Original Indenture	24
--	----

ARTICLE VII.

RESERVATION BY COMPANY OF RIGHT TO AMEND SECTION 2.01 OF ORIGINAL INDENTURE

Removal of the limitation contained in Section 2.01 of the Original Indenture, or substitution of any other dollar amount for \$100,000,000 in such Section	24
---	----

ARTICLE VIII.

MISCELLANEOUS PROVISIONS

SEC. 1. Provision regarding legal holidays	24
SEC. 2. Original Indenture, as supplemented and amended, ratified and confirmed	25
SEC. 3. This Supplemental Indenture may be executed in counterparts	25
TESTIMONIUM	25
SIGNATURES AND SEALS	26
ACKNOWLEDGMENTS	28

ELEVENTH SUPPLEMENTAL INDENTURE, dated as of August 1, 1978, between THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), party of the first part, and HARRIS TRUST AND SAVINGS BANK, a corporation organized and existing under the laws of the State of Illinois and having its principal place of business at No. 111 West Monroe Street, in the City of Chicago, Illinois, and FIRST NATIONAL BANK AND TRUST COMPANY OF JOPLIN (successor to The Joplin National Bank and Trust Company), a corporation organized and existing under the laws of the United States of America and having its principal place of business in the City of Joplin, Missouri (hereinafter sometimes called respectively the "Principal Trustee" and the "Missouri Trustee" and together the "Trustees" and each thereof a "Trustee"), as Trustees, parties of the second part.

WHEREAS the Company has heretofore executed and delivered to the Trustees its Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), to secure an issue of First Mortgage Bonds of the Company, issuable in series, and created thereunder a series of bonds designated as First Mortgage Bonds, 3½% Series due 1969, being the initial series of bonds issued under the Original Indenture; and

WHEREAS the Company has heretofore executed and delivered to the Trustees ten Supplemental Indentures supplemental to the Original Indenture as follows:

<u>Title</u>	<u>Dated</u>
First Supplemental Indenture	as of June 1, 1946
Second Supplemental Indenture	as of January 1, 1948
Third Supplemental Indenture	as of December 1, 1950
Fourth Supplemental Indenture	as of December 1, 1954
Fifth Supplemental Indenture	as of June 1, 1957
Sixth Supplemental Indenture	as of February 1, 1968
Seventh Supplemental Indenture	as of April 1, 1969
Eighth Supplemental Indenture	as of May 1, 1970
Ninth Supplemental Indenture	as of July 1, 1976
Tenth Supplemental Indenture	as of November 1, 1977

each for the purpose of creating an additional series of bonds and of conveying additional property of the Company, and some for the purpose of modifying or amending provisions of the Original Indenture (the Original Indenture, all said Supplemental Indentures and

this Supplemental Indenture are herein collectively called the "Indenture"); and

WHEREAS the Company has acquired certain additional property hereinafter described or mentioned and, in compliance with its covenants in the Original Indenture, desires, by this Eleventh Supplemental Indenture, to evidence the subjection of such additional property to the lien of the Indenture; and

WHEREAS the Company desires by this Supplemental Indenture to reserve the right to amend the provisions of *Article 15* of the Original Indenture as provided in Article VI hereof; and

WHEREAS the Company desires by this Supplemental Indenture to reserve the right to amend the provisions of *Section 2.01* of the Original Indenture as provided in Article VII hereof; and

WHEREAS, as provided by the Original Indenture, the Board of Directors of the Company, by resolution, has authorized a new series of bonds, to mature August 1, 2008, and to be designated as "First Mortgage Bonds, 9 $\frac{1}{8}$ % Series due 2008", and has authorized provisions permitted by the Original Indenture in respect of the bonds of said series; and

WHEREAS the Board of Directors of the Company has authorized the Company to enter into this Eleventh Supplemental Indenture (herein sometimes referred to as "this Eleventh Supplemental Indenture" or "this Supplemental Indenture") conveying to the Trustees and subjecting to the lien of the Indenture the property hereinafter described or mentioned, creating and designating the new series of bonds, and specifying the form and provisions of the bonds of said series provided or permitted by the Original Indenture; and

WHEREAS the texts of the First Mortgage Bonds, 9 $\frac{1}{8}$ % Series due 2008, and of the Principal Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the forms following, respectively:

[FORM OF BOND]

[FACE]

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BOND

9 $\frac{1}{8}$ % SERIES DUE 2008

DUE AUGUST 1, 2008

No. _____

\$_____

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter some-

times called the Company), for value received, hereby promises to pay to _____ or registered assigns, on August 1, 2008 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof), _____ Dollars (\$) at its office or agency in the City of Chicago, Illinois, and to pay interest thereon at said office or agency at the rate per annum specified in the title hereof from August 1, 1978, or from the most recent interest payment date to which interest has been paid or duly provided for on the bonds of this series, semi-annually on February 1 and August 1 in each year, commencing on February 1, 1979, until the Company's obligation with respect to such principal sum shall be discharged. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. The interest so payable on any February 1 or August 1 will, subject to certain exceptions provided in the Eleventh Supplemental Indenture referred to on the reverse hereof, be paid to the person in whose name this bond is registered at the close of business on the January 15 or July 15 next preceding such February 1 or August 1.

Reference is made to the further provisions of this bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor, as a Trustee under the Indenture referred to on the reverse hereof.

IN WITNESS WHEREOF, THE EMPIRE DISTRICT ELECTRIC COMPANY has caused this bond to be signed in its name by the facsimile signature of its President or a Vice President, and its corporate seal to be imprinted hereon and attested by the facsimile signature of its Secretary or an Assistant Secretary.

Dated:

THE EMPIRE DISTRICT ELECTRIC COMPANY,

By _____
President.

Attest:

Secretary.

[FORM OF BOND]

[REVERSE]

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by a certain mortgage and deed of trust, dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company (now First National Bank and Trust Company of Joplin), as Trustees (hereinafter called the "Trustees"), and certain indentures supplemental thereto, including a Third Supplemental Indenture, a Sixth Supplemental Indenture, a Seventh Supplemental Indenture, an Eighth Supplemental Indenture and an Eleventh Supplemental Indenture (dated respectively as of December 1, 1950, February 1, 1968, April 1, 1969, May 1, 1970 and August 1, 1978) made by the Company to the Trustees (said mortgage and deed of trust and all indentures supplemental thereto being hereinafter collectively called the "Indenture"), to which Indenture reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture, including the provisions permitting the issuance of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by, and as provided in, the Indenture, the rights and obligations of the Company and of the holders of said bonds may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture, or in the event that one or more but less than all of the series of bonds then outstanding are affected by such change or modification, by the holders of 75% in aggregate principal amount of the outstanding bonds of such one or more series so affected. The Company has reserved the right to amend the Indenture without any consent or other action by the holders of any series of bonds created after July 1, 1977, including the bonds of this series, to provide that the rights and obligations of the Company

and of the holders of the bonds may be changed or modified with the consent of the holders of 60% in aggregate principal amount of the bonds then outstanding or, in the event that one or more but less than all of the series of bonds then outstanding under the Indenture are affected by such change or modification, by the holders of 60% in aggregate principal amount of the outstanding bonds of such one or more series so affected. Without the consent of the holder hereof no change or modification of the rights and obligations of the Company and of the holders of the bonds shall be made which will extend the time of payment of the principal of or the interest on this bond or reduce the principal amount hereof or the rate of interest hereon or will otherwise modify the terms of payment of such principal or interest (other than changes in any sinking or other fund) or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of his bonds, subject to certain exceptions, or will, except as provided above, reduce the percentage of bonds required for the aforesaid action under the Indenture. This bond is one of a series of bonds designated as the First Mortgage Bonds, 9 $\frac{1}{8}$ % Series due 2008, of the Company.

The bonds of this series are subject to redemption prior to maturity, upon not less than 30 nor more than 60 days' prior notice, all as more fully provided in the Indenture, (a) through the operation of the Sinking Fund provided for this series in the Indenture, on August 1, 1981 and on each August 1 thereafter prior to maturity, at the principal amount thereof, together with accrued interest to the date fixed for redemption, and (b) at the option of the Company, at any time as a whole or from time to time in part, at the principal amount thereof, with accrued interest to the date fixed for redemption and the applicable premium (expressed as a percentage of the principal amount) set forth in the table below for the twelve-month period beginning August 1 in the appropriate year under the heading "Optional Redemption Premium":

<u>Year</u>	<u>Optional Redemption Premium</u>	<u>Year</u>	<u>Optional Redemption Premium</u>
1978 -----	9.125%	1982 -----	7.82%
1979 -----	8.80	1983 -----	7.50
1980 -----	8.47	1984 -----	7.17
1981 -----	8.15	1985 -----	6.84

<u>Year</u>	<u>Optional Redemption Premium</u>	<u>Year</u>	<u>Optional Redemption Premium</u>
1986 -----	6.52%	1997 -----	2.93%
1987 -----	6.19	1998 -----	2.61
1988 -----	5.87	1999 -----	2.28
1989 -----	5.54	2000 -----	1.96
1990 -----	5.22	2001 -----	1.63
1991 -----	4.89	2002 -----	1.30
1992 -----	4.56	2003 -----	0.98
1993 -----	4.24	2004 -----	0.65
1994 -----	3.91	2005 -----	0.33
1995 -----	3.59	2006 -----	0.00
1996 -----	3.26	2007 -----	0.00

; *provided, however*, that no bonds of this series may be redeemed pursuant to clause (b) above prior to August 1, 1983, directly or indirectly as a part of, or in anticipation of, any refunding operation involving the incurring of indebtedness having an interest cost to the Company (calculated in accordance with accepted financial practice and before deduction of commissions and expenses) of less than 9.125% per annum.

If this bond shall be called for redemption in whole or in part, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon (or on the portion hereof to be redeemed) from and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the City of Chicago, Illinois, upon surrender and cancellation of this bond, and thereupon a new bond of this series, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. If this bond is transferred or exchanged between a record date, as defined in the aforementioned Eleventh Supplemental Indenture, dated as of August 1, 1978, and the interest payment date in respect thereof, the new bond or bonds will bear interest from such

interest payment date unless the interest payable on such date is not duly paid or provided for on such date. The Company and the Trustees and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes. This bond, alone or with other bonds of this series, may in like manner be exchanged at such office or agency for one or more new bonds of this series in authorized denominations, of the same aggregate principal amount, all as provided in the Indenture. Upon each such transfer or exchange the Company may require the payment of any stamp or other tax or governmental charge incident thereto.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

[FORM OF PRINCIPAL TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

HARRIS TRUST AND SAVINGS BANK,
As Trustee,

By _____
Authorized Officer.

and

WHEREAS the Company represents that all acts and things necessary have happened, been done, and been performed, to make the First Mortgage Bonds, 9 $\frac{1}{8}$ % Series due 2008, when duly executed by the Company and authenticated by the Principal Trustee, and duly issued, the valid, binding and legal obligations of the Company, and to make the Original Indenture, the aforementioned ten Supplemental Indentures and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS ELEVENTH SUPPLEMENTAL INDENTURE WITNESSETH: That The Empire District Electric Company, the Company herein named, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and the interest on all bonds from time to time outstanding under the Indenture, according to the terms of said bonds and of the coupons attached thereto, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto HARRIS TRUST AND SAVINGS BANK and FIRST NATIONAL BANK AND TRUST COMPANY OF JOPLIN, as Trustees, and their respective successor or successors in the trust, and its or their assigns forever, the following property, with the same force and effect and subject to the same reservations and exceptions, as though specifically described in the granting clauses of the Original Indenture, that is to say:

PLANTS

PLATTE COUNTY, MISSOURI

1. Iatan Station

The Company's undivided interests from time to time as co-owner of the following-described tract of land and railroad rights-of-way, and as co-owner of joint facilities which are and will be located or used on such tract of land and rights-of-way, together with its interests in any wholly-owned facilities located on such tract of land and rights-of-

way, which interests are created by, subject to and enjoy the benefits of the following-described agreements:

A tract of land in Platte County, Missouri, including improvements thereon, described as follows:

Legal description of perimeter of Site

A tract of land comprised of all or part of fractional Sections 18, 19, 29, 30 and 32, Township 54 North, Range 36 West of the Fifth Principal Meridian, and all or part of fractional Sections 13, 24, 25, and 26, Township 54 North, Range 37 West of the Fifth Principal Meridian and a part of fractional Section 5, Township 53 North, Range 36 West as said Sections were surveyed and shown on the Original U. S. Government Surveys of the State of Missouri, ALSO all or part of fractional Sections 5, 6, 7, 8, 9, 16 and 17, Township 7 South, Range 22 East of the Sixth Principal Meridian as said Sections were surveyed and shown on the Original U. S. Government Surveys of the Territory of Kansas, ALSO certain accreted and relicited lands and former river bed; all now being in Platte County in the State of Missouri and more particularly described as follows: (NOTE: The bearings in this description are based on, or have been converted to conform to, the Missouri Coordinate System, West Zone) Beginning at the Southwest corner of the Southeast Quarter of Section 32, Township 54 North, Range 36 West; thence North $89^{\circ} 49' 28''$ East along said South line a distance of 928.4 feet; thence North $00^{\circ} 34' 33''$ East parallel with the West line of said quarter section, 2672.30 feet, more or less to a point on the South line of the Northeast Quarter of said Section 32; thence continuing North $00^{\circ} 34' 33''$ East 432.26 feet; thence South $89^{\circ} 19' 03''$ East, parallel with the South line of said Northeast Quarter Section 1716.0 feet to a point on the East line of said Section 32; thence North $00^{\circ} 34' 33''$ East along said East line 883.99 feet, more or less, to the Southwesterly line of the right of way of Missouri State Highway No. 45; thence Northwesterly along said Southwesterly right of way line through parts of said Sections 32, 29, 30 and 19, Township 54, Range 36, over the next twenty-nine courses:

North 45 degrees 03 minutes 24 seconds West 2772.21 feet; thence South 44 degrees 56 minutes 36 seconds West 5.0 feet;

thence North 45 degrees 03 minutes 24 seconds West 700.0 feet;
 thence North 44 degrees 56 minutes 36 seconds East 5.0 feet;
 thence North 45 degrees 03 minutes 24 seconds West 466.0 feet;
 thence Northwesterly along a curve to the right, tangent to the
 last described course and having a radius of 5,769.58 feet, an arc
 distance of 506.81 feet; thence North 40 degrees 01 minutes 24
 seconds West 2729.8 feet; thence South 49 degrees 58 minutes 36
 seconds West 5.0 feet; thence North 40 degrees 01 minutes 24
 seconds West 1625.9 feet; thence Northwesterly along a curve to
 the right, tangent to the last described course and having a radius
 of 11,504.2 feet, an arc distance of 579.01 feet; thence North 37
 degrees 08 minutes 24 seconds West 340.1 feet; thence South 52
 degrees 51 minutes 36 Seconds West 25.0 feet; thence North 37
 degrees 08 minutes 24 seconds West 100.0 feet; thence North 52 de-
 grees 51 minutes 36 seconds East 25.0 feet; thence North 37 degrees
 08 minutes 24 seconds West 1587.51 feet; thence South 49 degrees
 41 minutes 36 seconds West 10.01 feet; thence North 37 degrees 08
 minutes 24 seconds West 610.64 feet; thence Northwesterly on a
 curve to the right, tangent to the last described course and having
 a radius of 11,514.2 feet, an arc length of 855.13 feet; thence North
 89 degrees 08 minutes 24 seconds West 6.02 feet; thence North-
 westerly on a curve to the right, tangent to the last described
 course and having a radius of 11,519.2 feet, an arc distance of 45.67
 feet; thence North 32 degrees 38 minutes 24 seconds West 1699.4
 feet; thence North 57 degrees 21 minutes 36 seconds East 5.0 feet;
 thence North 32 degrees 38 minutes 24 seconds West 350.0 feet;
 thence North 57 degrees 21 minutes 36 seconds East 5.0 feet;
 thence North 32 degrees 38 minutes 24 seconds West 748.09 feet;
 thence North 89 degrees 38 minutes 24 seconds West 119.24 feet;
 thence North 32 degrees 38 minutes 24 seconds West 95.38 feet;
 thence South 89 degrees 38 minutes 24 seconds East 119.24 feet;
 thence North 32 degrees 38 minutes 24 seconds West 56.55 feet to
 the South line of said Section 18, Township 54 North, Range 36
 West, at a point 750.65 feet Easterly along said Section line from
 the Southwest corner of said Section; thence South 89° 38' 24"
 East along said South line 331.43 feet to the Southwesterly line of
 an old county road; thence along said Southwesterly line over the
 next six courses; North 27° 32' 56" West, 122.55 feet; thence North
 28° 54' 56" West, 349.13 feet; thence North 30° 34' 56" West, 983.34

feet; thence North 23° 18' 56" West, 238.91 feet; thence North 30° 18' 56" West, 452.35 feet; thence North 25° 30' 56" West 48.53 feet to a point on the East line of said Section 13, Township 54 North, Range 37 West; thence South 00° 22' 26" West along said East line, 574.06 feet to the Southwesterly right-of-way line of the Burlington Northern, Inc. (formerly the Chicago Burlington & Quincy Railroad Company), thence Northwesterly along said Southwesterly right-of-way line 759.31 feet, thence continuing along said Southwesterly right-of-way line North 25° 28' 04" West 634.46 feet, thence departing from said right-of-way line South 70° 22' 26" West 2245.96 feet; thence South 11° 37' 34" East 435.6 feet; thence North 71° 22' 26" East 253.44 feet; thence South 85° 37' 34" East 876.48 feet; thence South 00° 52' 26" West 1547.04 feet; thence North 72° 52' 26" East 238.28 feet, to a point on the West line of Lot 5 of the Northeast fractional $\frac{1}{4}$ of said Section 24, Township 54 North, Range 37 West; thence South 00° 22' 26" West along the West line of said Lot 5 (also referred to as the West line of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section) and the Southerly prolongation thereof, 2488.10 feet to the Easterly prolongation of the North line of the Southwest fractional $\frac{1}{4}$ of said Section 24; thence South 89° 23' 37" West along said prolongation 928.79 feet to a point which is 3055 feet Easterly along said North line and prolongation, from the Northwest corner of said Southwest fractional quarter section; thence South 34° 17' 44" West 3252.40 feet to a point on the Easterly prolongation of the South line of said Section 24 at a point 1265 feet Easterly along said line from the Southwest corner of said Section; thence South 89° 15' 20" East along said Easterly prolongation 2169.14 feet to the North-South center line of said Section 6, Township 7 South, Range 22 East, as said center line is located by decree of the Supreme Court of the United States entered June 5, 1944 and reported in 64 Supreme Court Reporter at Page 1202-1208; thence South 00° 22' 09" East along the Southerly prolongation of said line 2474.31 feet to the Northwest corner of the Northeast Quarter of fractional Section 7, Township 7 South, Range 22 East, the same being the Southeast corner of a tract of land conveyed to Gary Ashpaugh and Mary Ashpaugh, husband and wife, by General Warranty Deed, filed for record on the 8th day of June 1973 and recorded as Document No. 43211 in Book 416 at Page 430; thence

North $89^{\circ} 58' 25''$ West along the South line of said tract, 3118.5 feet to the Southwest corner of said Ashpaugh tract, said corner also being on a line described in a boundary line agreement recorded on July 3, 1968 as Document No. 20330 in Book 311 at Page 83 in the Office of the Recorder of Deeds for Platte County; thence South $0^{\circ} 55' 37''$ West (record South $0^{\circ} 28'$ West) 339.04 feet; thence North $89^{\circ} 04' 23''$ West (record North $89^{\circ} 49'$ West) along said boundary line 877.2 feet; thence South $00^{\circ} 55' 37''$ West (record South $00^{\circ} 28''$ West) along said boundary line 2383.41 feet to a monumented meander point on the Northerly highbank of the Missouri River (which said monumented meander point is the beginning point of the next six meander line courses which run approximately parallel to a portion of the actual boundary as follows: (1) South $68^{\circ} 53' 41''$ East, 2169.12 feet (2) South $76^{\circ} 18' 33''$ East, 1644.66 feet (3) South $72^{\circ} 24' 55''$ East, 2300.96 feet (4) South $63^{\circ} 59' 58''$ East, 1078.11 feet (5) South $54^{\circ} 07' 46''$ East, 2940.56 feet (6) South $35^{\circ} 45' 15''$ East, 2149.20 feet to a point on the Westerly prolongation of the South line of said Section 32, Township 54, Range 36; the last said meander point bearing South $89^{\circ} 49' 28''$ West along said South line and Westerly prolongation thereof a distance of 3669.29 feet from the Southwest corner of the Southeast Quarter of said Section 32); thence from said monumented meander point South $00^{\circ} 55' 37''$ West, to the low water line on the left or Northerly shore of the Missouri River; thence Southeasterly along the low water line to a point on the Westerly prolongation of a line that is 7371 feet North of and parallel to the South line of the Northeast Quarter of Section 8, Township 53, Range 36; thence leaving said low water line North $89^{\circ} 49' 28''$ East along said parallel line to a point that is 2400 feet West of the East line of the Northwest Quarter of said Section 5; thence South $24^{\circ} 05' 32''$ East 228.63 feet; thence North $89^{\circ} 49' 28''$ East, 1052.17 feet to a point 1255 feet West of the East line of the Northwest quarter of said Section 5, Township 53 North, Range 36 West and 7162 feet North of the South line of the Northeast quarter of Section 8, Township 53 North, Range 36 West, said point being a point on a curve; thence Northwesterly along said curve to the left having a radius of 4677.31 feet (deed) and 4583.66 feet (as surveyed) to a point on the South line of Section 32 at a distance of 1461.66 feet Westerly along said South line from

the Southwest corner of the Southeast quarter of said Section 32; thence North $89^{\circ} 49' 28''$ East along said South section line 1461.66 feet to the point of beginning.

Legal description of railroad rights-of-way

A tract of land 150 feet in width the center line of which is described as follows: Beginning at a point on the North line of the Northeast Quarter of Section 4, Township 53, Range 36, Platte County, Missouri, said point being 1116.33 feet West of the East line of said Quarter Section 4 and in the center line of the existing West set of tracks of the Chicago, Burlington and Quincy Railroad, as now located; thence South $45^{\circ} 02' 34''$ East, along the center line of said West tracks, a distance of 899.75 feet to a point of curvature, said point also being the true point of beginning of said 150 foot wide tract of land herein described; thence Southeasterly, Southerly, Southwesterly, and Westerly, along a curve to the right, having a radius of 1000 feet and a central angle of $131^{\circ} 59' 23''$, a distance of 2303.65 feet, to a point of tangency; thence South $86^{\circ} 56' 48''$ West, a distance of 2769.19 feet, to a point of curvature; thence Westerly and Northwesterly, along a curve to the right, having a radius of 1000 feet and a central angle of $58^{\circ} 01' 07''$, a distance of 1012.62 feet, to a point of tangency; thence North $35^{\circ} 02' 05''$ West, a distance of 681.21 feet to a point of curvature; thence Northwesterly, along a curve to the left, having a radius of 1000 feet and a central angle of $11^{\circ} 43' 03''$, a distance of 204.51 feet to a point of tangency, said point being on the East line of Section 5, Township 53, Range 36, aforesaid point also being a point of curvature; thence Northwesterly into said Section 5 along a curve to the left having a radius of 1000 feet and a central angle of $11^{\circ} 32' 07''$ a distance of 201.32 feet to the point of tangency; thence North $58^{\circ} 17' 14''$ West a distance of 1790.13 feet to a point of curvature; thence Northwesterly along a curve to the left having a radius of 1000 feet and a central angle of $3^{\circ} 42' 13''$ a distance of 64.64 feet to a point of tangency; thence North $61^{\circ} 59' 27''$ West a distance of 508.66 feet to a point on the North line of said Section 5, except therefrom any part of the above described 150 foot tract of land lying within and Northeasterly of the right of way of the Chicago, Burlington and Quincy Railroad Company, as now established.

By Report and Order in Case No. 18,696, effective May 15, 1976, the Missouri Public Service Commission authorized the construction and maintenance of a railroad grade crossing for a public road which intersects a portion of the above-described railroad rights-of-way.

The "Iatan Memorandum of Understanding" dated as of May 3, 1978 between the Company and Kansas City Power & Light Company, as it may be amended from time to time, with respect to the Iatan Steam Electric Generating Station.

The "Iatan Station Ownership Agreement" dated July 31, 1978 between Kansas City Power & Light Company and St. Joseph Light & Power Company and the Company and filed for record with the Recorder of Deeds in Platte County, Missouri in Book 541, Page 550, as it may be amended from time to time.

MISCELLANEOUS PROPERTIES

JASPER COUNTY, MISSOURI

1. Microwave Tower Site:

A tract of land in the County of Jasper, State of Missouri, described as follows:

A tract of land lying in the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section 36, Township 29 North, Range 30 West, Jasper County, Missouri and being more particularly described as follows:

Beginning at a 60 d. nail set on Missouri State Highway No. 37, said point being the southeast corner of the tract and being located 1471.21 feet north of the southeast corner of said section 36; proceed S 83° 30' W, 30.00 feet to an iron pin set in the west right-of-way fence of Highway 37; thence S 83° 30' W, 310.00 feet to an iron pin marking the southwest corner of the tract; thence N 06° 30' W, 50.00 feet to an iron pin marking the northwest corner of the tract; thence N 83° 30' E, 310.00 feet to an iron pin set in the right-of-way fence of Highway 37; thence N 83° 30' E, 30.00 feet to a 60 d. nail marking the northeast corner of the tract; thence S 06° 30' E, 50.00 feet to the above mentioned point of beginning.

All the above described tract being located in the NE/4, SE/4, Section 36, T-29N, R-30W, Jasper County, Missouri, and containing 0.390 acres, more or less.

Also all other property, whether real, personal or mixed (except as in the Original Indenture expressly excepted) of every nature and kind and wheresoever situated now owned or hereafter acquired by the Company;

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of § 8.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid mortgaged property, and every part and parcel thereof;

SUBJECT, HOWEVER, to permitted encumbrances as defined in the Original Indenture; and, as to any property hereafter acquired by the Company, to any lien thereon existing, and to any liens for unpaid portions of the purchase money placed thereon at the time of such acquisition, and also subject to the provisions of *Article 12* of the Original Indenture;

TO HAVE AND TO HOLD the same, unto the Trustees and their and each of their respective successors and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Indenture, so that the same shall be held specifically by the Trustees under and subject to the terms of the Indenture in the same manner and for the same trusts, uses and purposes as if said properties had been specifically contained and described in the Original Indenture;

PROVIDED, HOWEVER, and these presents are upon the condition that, if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of the bonds the principal and interest, and premium, if any, to become due in respect thereof at the times and in the manner stipulated therein and in the Indenture and shall keep, perform and observe all and singular the covenants and promises in said bonds and in the Indenture expressed to be kept, performed and observed by

or on the part of the Company, then the Indenture and the estate and rights thereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

AND THE COMPANY, for itself and its successors, does hereby covenant and agree to and with the Trustees, for the benefit of those who shall hold the bonds and the coupons appertaining thereto, or any of them, issued or to be issued under the Indenture, as follows:

ARTICLE I.

Creation and Description of First Mortgage Bonds, 9½% Series due 2008.

SECTION 1. A new series of bonds to be issued under and secured by the Indenture is hereby created, to be designated as First Mortgage Bonds, 9½% Series due 2008 (hereinafter sometimes called the "Bonds of the 2008 Series" or "Bonds"). The Bonds of the 2008 Series shall be limited to an aggregate principal amount of Fifteen Million Dollars (\$15,000,000), excluding any Bonds of the 2008 Series which may be authenticated in lieu of or in substitution or exchange for other Bonds of the 2008 Series pursuant to the provisions of *Article 2* or of § 15.09 of the Original Indenture. Said Bonds and the certificate of authentication of the Principal Trustee to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited, respectively. Each Bond shall be dated as of the date of its authentication and all Bonds of the 2008 Series shall mature August 1, 2008 and shall bear interest at the rate of 9½% per annum, payable semi-annually on February 1 and August 1 in each year, commencing February 1, 1979; both principal and interest shall be payable at the office or agency of the Company in the City of Chicago, Illinois, and in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

The holder of any Bond on any record date (as hereinbelow defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such Bond upon any exchange or transfer thereof subsequent to the record date and prior to such interest payment date, except if and to the extent that the Company shall default in

the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond (or any Bond or Bonds issued upon transfer or exchange thereof) is registered on a date fixed by the Company, which shall be not more than 15 and not less than 10 days before the date of payment of such defaulted interest. The term "record date" as used in this Section with respect to any interest payment date shall mean the close of business on the January 15 or July 15, as the case may be, next preceding such interest payment date, whether or not such January 15 or July 15 shall be a legal holiday or a day on which banking institutions in the City of Chicago, Illinois are authorized by law to remain closed.

The Company shall not be required to make any transfer or exchange of any Bonds for a period of 10 days next preceding any selection of Bonds for redemption, nor shall it be required to make transfers or exchanges of any Bonds which shall have been selected for redemption in whole or in part.

The Bonds of the 2008 Series shall be issued as fully registered Bonds only, in denominations of \$1,000 and multiples thereof.

The Bonds of the 2008 Series shall be registrable and interchangeable at the office or agency of the Company in the City of Chicago, Illinois, in the manner and upon the terms set forth in § 2.05 of the Original Indenture, upon payment of such an amount as shall be sufficient to reimburse the Company for, or to pay, any stamp or other tax or governmental charge incident thereto.

Notwithstanding the provisions of § 2.08 of the Original Indenture, no service charge will be made for any exchange or transfer of any Bond of the 2008 Series.

SECTION 2. The Bonds of the 2008 Series described in Section 1 of this Article, in the aggregate principal amount of Fifteen Million Dollars (\$15,000,000), shall be executed by the Company and delivered to the Principal Trustee and, upon compliance with all the provisions and requirements of the Original Indenture in respect thereof, shall be authenticated by the Principal Trustee and delivered (without awaiting the filing or recording of this Supplemental Indenture) in accordance with the written order or orders of the Company.

ARTICLE II.**Redemption of Bonds of the 2008 Series.**

SECTION 1. The Bonds of the 2008 Series, in the manner provided in *Article 5* of the Original Indenture, shall be redeemable at any time prior to maturity, in whole or in part, at the option of the Company, at the principal amount of the Bonds so to be redeemed and accrued interest to the date fixed for redemption together with a premium as specified under the heading "Optional Redemption Premium" in the form of Bond set forth in this Supplemental Indenture; *provided, however*, that no Bonds of the 2008 Series may be so redeemed prior to August 1, 1983, directly or indirectly as a part of, or in anticipation of, any refunding operation involving the incurring of indebtedness having an interest cost to the Company (calculated in accordance with accepted financial practice and before deduction of commissions and expenses) of less than 9.125% per annum.

The Bonds of the 2008 Series shall also be redeemable through the operation of the Sinking Fund therefor in the manner, to the extent and at the Sinking Fund Redemption Price provided for in Article III of this Supplemental Indenture.

SECTION 2. The provisions of § 5.03, § 5.04 and § 5.05 of the Original Indenture shall be applicable to Bonds of the 2008 Series. The principal amount of Bonds of the 2008 Series registered in the name of any holder and to be redeemed on any partial redemption shall be \$1,000, or a multiple thereof.

SECTION 3. The holder of each and every Bond of the 2008 Series issued hereunder hereby, and by accepting the Bond, agrees to accept payment thereof prior to maturity on the terms and conditions provided for in Articles II and III of this Supplemental Indenture.

ARTICLE III.**Sinking and Improvement Fund for Bonds of the 2008 Series.**

SECTION 1. For the purpose of this Article, the 1st day of August, 1981 and each 1st day of August thereafter, to and including August 1, 2007, are called Sinking Fund Payment Dates.

SECTION 2. The Company covenants and agrees that it will on August 1, 1981 create, and so long as any Bonds of the 2008 Series are outstanding maintain, a Sinking and Improvement Fund for the Bonds of the 2008 Series, and that, except as in this Article otherwise permitted, it will pay to the Principal Trustee on or before each Sinking Fund Payment Date, so long as any Bonds of the 2008 Series are outstanding, for the account of such Sinking and Improvement Fund, cash sufficient in amount to retire \$150,000 principal amount of Bonds of the 2008 Series, at the Sinking Fund Redemption Price provided for in Section 5 of this Article.

SECTION 3. (a) The Company may satisfy all or any part of its obligations under this Article otherwise than by payment of cash as provided in Section 2 hereof by (i) the delivery to the Principal Trustee of Bonds of the 2008 Series theretofore acquired by the Company, subject to compliance with paragraph (c) of this Section 3, and each such Bond shall be received by the Principal Trustee in lieu of cash in an amount equal to the Sinking Fund Redemption Price of such Bond or (ii) utilizing as a credit any net property additions which might otherwise be made the basis for the authentication and delivery of bonds under the provisions of *Article 3* of the Original Indenture and which the Company elects to make the basis of a credit under this Article. Such net property additions shall be accepted by the Principal Trustee in lieu of cash in an amount equal to 60% of the amount of such net property additions.

(b) The Company shall also have the right at any time and from time to time to anticipate payment of all or any part of any one or more Sinking Fund payments (but not, in respect of any particular Sinking Fund payment, after the delivery to the Principal Trustee of the statement of the Company required by Section 6 of this Article) and to receive a credit on its obligations under this Article, to the extent of the Sinking Fund Redemption Price in respect of

(1) any Bonds of the 2008 Series theretofore acquired by the Company and then or theretofore delivered by it to the Principal Trustee for cancellation, or

(2) any Bonds of the 2008 Series previously redeemed, or called for redemption, and no longer outstanding,

subject to compliance with paragraph (c) of this Section 3, by delivery to the Principal Trustee of a statement of the Company setting forth in detail the Sinking Fund payments or parts thereof which the Company elects to anticipate, and the principal amount of the Bonds of the 2008 Series the retirement of which under clauses (1) and/or (2) above is made the basis of such anticipated payment or payments, and otherwise showing compliance with the requirements of this Section 3.

(c) No Bond shall be made the basis of a credit under this Article upon any Sinking Fund payment or anticipated payment (i) if such Bond shall have been acquired, retired, redeemed or called for redemption by operation of the Sinking Fund or any maintenance, improvement or other fund under the Indenture or by the use of the proceeds of insurance on, or of the release or other disposition of, any funded property or by use as provided in § 3.10 of the Original Indenture of any cash deposited under § 3.08 of the Original Indenture or (ii) if the acquisition, retirement, redemption or call for redemption of such Bond has theretofore been made the basis for the issue of any bond or the withdrawal of cash or the taking of a credit under any of the provisions of the Indenture.

SECTION 4. All cash paid by the Company to the Principal Trustee pursuant to the provisions of this Article shall be applied to the redemption of Bonds of the 2008 Series as provided in this Article.

SECTION 5. The Sinking Fund Redemption Price applicable to Bonds of the 2008 Series to be retired under the provisions of this Article shall be the principal amount thereof together with accrued interest to the redemption date (herein referred to as the "Sinking Fund Redemption Price").

SECTION 6. The Company will at least sixty (60) days prior to each Sinking Fund Payment Date (except in a case where the Sinking Fund Payment due on such date shall have been anticipated in full pursuant to Section 3(b) of this Article) deliver a statement of the Company to the Principal Trustee stating (i) the aggregate principal amount of Bonds of the 2008 Series acquired by the Company which it intends to deliver to the Principal Trustee on such Sinking Fund Payment Date pursuant to Section 3(a)(i) of this Article on account of such Sinking Fund obligation (or on account of all or any part of the unanticipated balance thereof) and otherwise showing compliance with said Section

3(a)(i), and (ii) the amount of net property additions which the Company intends to use as a credit to such Sinking Fund obligation pursuant to Section 3(a)(ii) of this Article.

SECTION 7. In case credit under this Article is taken in whole or in part on the basis of net property additions, the Company shall comply with all provisions of the Indenture which would be applicable if such net property additions were made the basis of an application for the authentication of bonds as provided in § 3.04 of the Original Indenture except as hereinafter in this Section provided.

In any such case, the Company shall file with the Principal Trustee appropriate documents evidencing compliance with all such applicable provisions; *provided, however*, that in no such case shall the Company be required to deliver to the Principal Trustee any resolution or documents such as are described in *subdivisions (1), (2) and (6)* of § 3.06 of the Original Indenture, or any opinions with respect to the authorization of the issuance of bonds by governmental authorities and by the Company and with respect to tax laws applicable to the issuance of bonds, or to comply with any earnings requirements, or, unless the Principal Trustee shall so request, to comply with the requirements of the proviso in *subdivision (8)* of § 3.06 of the Original Indenture.

SECTION 8. In case any net property additions shall be utilized as a basis for credit under this Article, the property additions included therein shall forthwith become funded property (as defined in § 1.07 of the Original Indenture), and the engineer's certificate filed with the Principal Trustee pursuant to Section 7 of this Article shall be considered as though it had been filed pursuant to *subdivision (3)* of § 3.06 of the Original Indenture for the purposes of *Clause (A)* of said *subdivision (3)*; *provided, however*, that any net property additions certified in such engineer's certificate in excess of the amount utilized for such credit may be added to, and treated as part of, the "unapplied balance of property additions" (as defined in § 1.05 of the Original Indenture) and be available for any purpose for which the "unapplied balance of property additions" is available under the Indenture, and for the purpose of a credit under this Article. Any certificate executed pursuant to the provisions of § 3.06 of the Original Indenture shall give effect to the provisions of this Section.

SECTION 9. On each Sinking Fund Payment Date, it shall be the duty of the Principal Trustee to apply the cash paid to it under this

Article for the account of the Sinking Fund (hereinafter called "Sinking Fund Cash") to the redemption of Bonds of the 2008 Series at the Sinking Fund Redemption Price. Such redemption, including the selection of the Bonds or portions thereof to be redeemed, shall be carried out in the manner provided in *Article 5* of the Original Indenture, and the portion of any Bond of the 2008 Series to be redeemed shall be \$1,000 or a multiple thereof.

Each notice of redemption shall state (i) the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), (ii) the place of redemption (which shall be the main office of the Principal Trustee in the City of Chicago, Illinois), (iii) the Sinking Fund Redemption Price, (iv) the numbers and principal amount of Bonds of the 2008 Series of each owner to be then redeemed in whole or in part and (v) that on the date fixed for redemption interest on such Bonds of the 2008 Series, or portion of Bonds of the 2008 Series to be redeemed, shall cease.

In case any Bond of the 2008 Series shall be redeemed in part only, said notice shall also specify (i) the principal amount thereof to be redeemed and (ii) that, upon the presentation of such Bond of the 2008 Series for partial redemption, a new Bond or Bonds of the 2008 Series of an aggregate principal amount equal to the unredeemed portion of such Bond of the 2008 Series will be issued in lieu thereof; and in such case the Company shall execute, and the Principal Trustee shall authenticate and deliver to or upon the written order of the owner of any such Bond of the 2008 Series, at the expense of the Company, a Bond or Bonds of the 2008 Series (but only in authorized denominations) for the principal amount of the unredeemed portion of such Bond of the 2008 Series or, at the option of the owner of such Bond, the Principal Trustee shall, upon presentation thereof for the purpose, make a notation thereon of the payment of the portion thereof so called for partial redemption.

In case the Company shall fail to give to the Principal Trustee evidence to its satisfaction that notice of redemption as in this Article provided will be given, the Principal Trustee may, at the expense of the Company, give such notice with the same effect as if such notice had been given by the Company as hereinbefore required.

Notice of redemption having been given in the manner hereinabove provided, the Bonds of the 2008 Series (or the specified portions thereof) so to be redeemed shall, on the Sinking Fund Payment Date

designated in such notice, become due and payable at the Sinking Fund Redemption Price; and from and after such Sinking Fund Payment Date so designated, interest on the Bonds of the 2008 Series so called for redemption (or in the case of a partial redemption, on the portion thereof to be redeemed) shall cease to accrue, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price.

All Bonds of the 2008 Series redeemed or retired under the provisions of this Article shall forthwith be cancelled, and the Principal Trustee shall note on its records the fact of such cancellation and shall deliver the Bonds of the 2008 Series so cancelled to or upon the written order of the Company.

ARTICLE IV.

Dividends and Similar Distributions and Other Covenants.

SECTION 1. The Company hereby covenants that, so long as any of the Bonds of the 2008 Series shall remain outstanding, the covenants and agreements of the Company set forth in § 4.10 and § 4.11 of the Original Indenture as heretofore supplemented shall be and remain in full force and effect and be duly observed and complied with by the Company, notwithstanding that no First Mortgage Bonds, 3½% Series due 1969, remain outstanding.

SECTION 2. The Company hereby covenants that, so long as any Bonds of the 2008 Series are outstanding, no Bonds of the 2008 Series which have been purchased, redeemed or retired through the operation of, or have been made the basis of a credit under, the Sinking and Improvement Fund or any maintenance or other fund applicable to the Bonds of the 2008 Series shall be made the basis for the withdrawal of cash or the taking of a credit under any of the provisions of the Indenture; *provided, however*, that such Bonds of the 2008 Series are hereby expressly permitted to be used for the issuance, authentication and delivery of bonds under § 3.07 of the Original Indenture.

ARTICLE V.

The Trustees.

The Trustees accept the trusts created by this Supplemental Indenture upon the terms and conditions hereof and agree to perform

such trusts upon the terms and conditions set forth in the Original Indenture as heretofore supplemented and in this Supplemental Indenture set forth. In general, each and every term and condition contained in *Article 13* of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE VI.

Reservation by Company of Right to Amend Article 15 of Original Indenture.

The Company reserves the right, subject to appropriate corporate action, but without any consent or other action by holders of bonds of any series created after July 1, 1977, to make such amendments to the Original Indenture, as heretofore supplemented and amended, as shall be necessary in order to amend *Article 15* thereof so as to substitute "sixty per centum (60%)" for "seventy-five per centum (75%)" wherever appearing in said *Article 15*.

ARTICLE VII.

Reservation by Company of Right to Amend Section 2.01 of Original Indenture.

The Company reserves the right, subject to appropriate corporate action, but without any consent or other action by holders of bonds of any series created after July 1, 1978, to make such amendments to the Original Indenture, as heretofore supplemented and amended, as shall be necessary in order to amend *Section 2.01* thereof so as to remove the limitation contained therein or so as to substitute any other dollar amount for "\$100,000,000" in said *Section 2.01*.

ARTICLE VIII.

Miscellaneous Provisions.

SECTION 1. If the date for making any payment of principal, interest, or premium, if any, or the last date for performance of any

act or the exercising of any right, as provided in this Supplemental Indenture, shall be a legal holiday or a day on which banking institutions in the City of Chicago, Illinois, are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Supplemental Indenture, and no interest shall accrue for the period after such nominal date.

SECTION 2. The Original Indenture as heretofore and hereby supplemented and amended is in all respects ratified and confirmed; and the Original Indenture, this Supplemental Indenture and all other indentures supplemental to the Original Indenture shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Original Indenture as heretofore supplemented on any of the property subject thereto, and such lien shall remain in full force and effect as security for all bonds now outstanding or hereafter issued under the Indenture. All terms defined in *Article 1* of the Original Indenture, as heretofore supplemented, for all purposes of this Supplemental Indenture, shall have the meanings therein specified, unless the context otherwise requires.

SECTION 3. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, The Empire District Electric Company, party of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf; and Harris Trust and Savings Bank and First National Bank and Trust Company of Joplin, parties of the second part, have each caused its corporate name to be hereunto affixed, and this instrument to be signed by its President or a Vice President and its corporate seal to be hereunto

affixed and attested by its Secretary or an Assistant Secretary for and in its behalf, all as of the day and year first above written.

THE EMPIRE DISTRICT ELECTRIC COMPANY

[CORPORATE SEAL]

By R. C. ALLEN
R. C. ALLEN, *President*.

Attest:

H. H. KOST
H. H. KOST, *Secretary*.

Signed, sealed and delivered by THE EMPIRE
DISTRICT ELECTRIC COMPANY in the pres-
ence of:

R. L. COSTLEY
R. L. COSTLEY

J. A. REED
J. A. REED

HARRIS TRUST AND SAVINGS BANK,
as Trustee

[CORPORATE SEAL]

By J. L. SPRENG
J. L. SPRENG, *Vice President*.

Attest:

J. E. KRUEGER
J. E. KRUEGER, *Assistant Secretary*.

Signed, sealed and delivered by HARRIS TRUST
AND SAVINGS BANK in the presence of:

L. D. LEWIS
L. D. LEWIS

C. POTTER
C. POTTER

FIRST NATIONAL BANK AND TRUST
COMPANY OF JOPLIN,
as Trustee

[CORPORATE SEAL]

By DUANE LAWELLIN
DUANE LAWELLIN,
Executive Vice President.

Attest:

CLAUDE E. JARDON, JR.
CLAUDE E. JARDON, JR.,
Assistant Secretary.

Signed, sealed and delivered by FIRST NATIONAL
BANK AND TRUST COMPANY OF JOPLIN in the
presence of:

R. L. COSTLEY
R. L. COSTLEY

J. A. REED
J. A. REED

STATE OF MISSOURI }
COUNTY OF JASPER } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 14th day of August, 1978, before me, a Notary Public in and for the County and State aforesaid, personally appeared R. C. ALLEN, President of The Empire District Electric Company, a Kansas corporation, and H. H. Kost, Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said The Empire District Electric Company, one of the makers thereof, to the foregoing instrument as its President and Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said R. C. Allen and H. H. Kost, being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time respectively President and Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said County and State the day and year last above written.

My commission expires January 22, 1981.

MILDRED L. DICKERSON
MILDRED L. DICKERSON, *Notary Public*

[NOTARIAL SEAL]

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

BE IT REMEMBERED, and I do hereby certify, that on the 11th day of August, 1978, before me, a Notary Public in and for the County and State aforesaid, personally appeared J. L. SPRENG, Vice President of Harris Trust and Savings Bank, an Illinois corporation, and J. E. KRUEGER, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said Harris Trust and Savings Bank, one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said J. L. Spreng and J. E. Krueger, being each duly sworn by me, severally deposed and said: that they reside at Naperville, Illinois and Libertyville, Illinois, respectively; that they were at that time respectively Vice President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said County and State the day and year last above written.

My commission expires November 29, 1980.

LAVETTE C. SEAY
LAVETTE C. SEAY, *Notary Public*.

[NOTARIAL SEAL]

STATE OF MISSOURI }
COUNTY OF JASPER } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 14th day of August, 1978, before me, a Notary Public in and for the County and State aforesaid, personally appeared DUANE LAWELLIN, Executive Vice President of First National Bank and Trust Company of Joplin, a corporation organized under the laws of the United States of America, and CLAUDE E. JARDON, JR., Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Executive Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said First National Bank and Trust Company of Joplin, one of the makers thereof, to the foregoing instrument as its Executive Vice President and Assistant Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said Duane Lawellin and Claude E. Jardon, Jr. being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time respectively Executive Vice President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Executive Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said County and State the day and year last above written.

My commission expires October 13, 1981.

DOROTHY L. JAMES
DOROTHY L. JAMES, *Notary Public*.

[NOTARIAL SEAL]